

SERFF Tracking Number: MCHX-126316793 State: Arkansas  
 Filing Company: Starr Indemnity & Liability Company State Tracking Number: 43571  
 Company Tracking Number: AH-80001-AR  
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: AH-80001 Short Term Annual Sportsperson's Accident  
 Project Name/Number: AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co/AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co

## Filing at a Glance

Company: Starr Indemnity & Liability Company

Product Name: AH-80001 Short Term Annual SERFF Tr Num: MCHX-126316793 State: Arkansas

Sportsperson's Accident

TOI: H02I Individual Health - Accident Only SERFF Status: Closed-Approved- State Tr Num: 43571  
 Closed

Sub-TOI: H02I.000 Health - Accident Only Co Tr Num: AH-80001-AR State Status: Approved-Closed  
 Filing Type: Form/Rate Reviewer(s): Rosalind Minor

Author: SPI McHughConsulting Disposition Date: 09/30/2009  
 Date Submitted: 09/23/2009 Disposition Status: Approved-Closed

Implementation Date Requested: 10/22/2009

Implementation Date:

State Filing Description:

## General Information

Project Name: AH-80001 Short Term Annual Sportsperson's Accident Status of Filing in Domicile: Authorized  
 Policy - Starr Indemnity & Liability Ins Co

Project Number: AH-80001 Short Term Annual Sportsperson's Accident Date Approved in Domicile: 08/18/2009  
 Policy - Starr Indemnity & Liability Ins Co

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/30/2009

Deemer Date:

Submitted By: SPI McHughConsulting

Filing Description:

Starr Indemnity & Liability Company

NAIC # 38318

FEIN # 751670124

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 09/30/2009

Created By: SPI McHughConsulting

Corresponding Filing Tracking Number:

Short Term Annual Sportsperson's Accident Policy

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AH-80001-AR Insurance Policy  
AH-80007 Enrollment Form  
AH-80001-AR-OOC Outline of Coverage  
Actuarial Memorandum  
Rate Sheet

McHugh Consulting Resources has been requested to file the above-referenced forms on behalf of Starr Indemnity & Liability Company. We respectfully provide an authorization letter for your files.

We are submitting the above-referenced forms for your review and approval. These forms are new and not intended to replace any other forms currently in use.

This is an accident only program which provides coverage for certain losses resulting from injuries incurred during a covered accident which occurs while you are in the act of legally hunting or fishing during any regulated or approved season, while possessing all required licenses, and while located within the United States or one of its territories and possessions.

This is a single premium, nonrenewable policy with a one year duration.

Marketing of this product will be via licensed agents, brokers and the internet.

This filing has been approved in Texas, the Company's state of domicile, on August 18, 2009.

Thank you for your attention to this filing. Please do not hesitate to contact the undersigned at 215.230.7960 if there are any questions that we can answer regarding this filing.

## Company and Contact

### Filing Contact Information

Diane Gould, Compliance Assistant mcr@mchughconsulting.com  
McHugh Consulting Resources 215-230-7960 [Phone]  
350 South Main Street, Suite 103 215-230-7961 [FAX]  
Doylestown, PA 18901

### Filing Company Information

(This filing was made by a third party - McHughConsulting)

Starr Indemnity & Liability Company	CoCode: 38318	State of Domicile: Texas
90 Park Avenue 7th Floor	Group Code:	Company Type:

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New York , NY 10016  
(212) 230-5043 ext. [Phone]  
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Group Name:  
FEIN Number: 75-1670124

State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? Yes  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Starr Indemnity & Liability Company	\$50.00	09/23/2009	30770300

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/30/2009	09/30/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	09/24/2009	09/24/2009	SPI McHughConsulting	09/30/2009	09/30/2009

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Loss Ratio	Note To Filer	Rosalind Minor	09/29/2009	09/29/2009

SERFF Tracking Number: MCHX-126316793 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: 43571

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TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only

Product Name: AH-80001 Short Term Annual Sportsperson's Accident

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## Disposition

Disposition Date: 09/30/2009

Implementation Date:

Status: Approved-Closed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Starr Indemnity & Liability Company	%	%	\$		\$	%	%

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Project Name/Number: AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co/AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Submission Letter	Approved-Closed	Yes
Supporting Document	Authorization Letter, Form Listing	Approved-Closed	Yes
Supporting Document	AR Certificate of Compliance - Rule 19	Approved-Closed	Yes
Supporting Document	AR Certificate of Compliance - Reg 49	Approved-Closed	Yes
Supporting Document	09.29.09 Resubmission Letter	Approved-Closed	Yes
Form ( <i>revised</i> )	Short-Term Annual Sportsperson's Accident Policy	Approved-Closed	Yes
Form	Short-Term Annual Sportsperson's Accident Policy	Replaced	Yes
Form	Annual Sportsperson's Accident Enrollment Form	Approved-Closed	Yes
Form	Short-Term Annual Sportsperson's Accident Policy Outline of Coverage	Approved-Closed	Yes
Rate	Short-Term Annual Sportsperson's Accident Policy Rates	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 09/24/2009  
Submitted Date 09/24/2009

Respond By Date

Dear Diane Gould,

This will acknowledge receipt of the captioned filing.

Objection 1

- Health - Actuarial Justification (Supporting Document)

Comment:

The anticipated loss ratio which is indicated to be less than 10% will have to be discussed with my Director, Dan Honey. Mr. Honey is out of the office until next week.

Objection 2

- Short-Term Annual Sportsperson's Accident Policy, AH-80001-AR (Form)

Comment:

The definition of "Accident" cannot use the wording "External". Refer to the definition of Accident, Accidental Injury or Accidental Means under Rule 18, Section 5D.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 09/30/2009  
Submitted Date 09/30/2009

Dear Rosalind Minor,

### Comments:

Attached is our client's response to your objection letter dated September 24, 2009.

SERFF Tracking Number: MCHX-126316793 State: Arkansas  
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## Response 1

Comments: Please see letter.

### Related Objection 1

Applies To:

- Health - Actuarial Justification (Supporting Document)

Comment:

The anticipated loss ratio which is indicated to be less than 10% will have to be discussed with my Director, Dan Honey. Mr. Honey is out of the office until next week.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: 09.29.09 Resubmission Letter

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

## Response 2

Comments: Please see letter and revised policy.

### Related Objection 1

Applies To:

- Short-Term Annual Sportsperson's Accident Policy, AH-80001-AR (Form)

Comment:

The definition of "Accident" cannot use the wording "External". Refer to the definition of Accident, Accidental Injury or Accidental Means under Rule 18, Section 5D.

### Changed Items:

No Supporting Documents changed.



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### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Short-Term Annual Sportsperson's Accident Policy	AH-80001-AR		Policy/Contract/Fraternal Certificate	Revised		54.000	AH-80001-AR.PDF
<b>Previous Version</b>							
Short-Term Annual Sportsperson's Accident Policy	AH-80001-AR		Policy/Contract/Fraternal Certificate	Initial		54.000	AH-80001-AR.PDF

No Rate/Rule Schedule items changed.

Thank you for your continued attention to this submission.

Sincerely,  
 SPI McHughConsulting

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**Note To Filer**

**Created By:**

Rosalind Minor on 09/29/2009 09:38 AM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

09/30/2009 01:22 PM

**Subject:**

Loss Ratio

**Comments:**

I have discussed with my Director the anticipated loss ratio of less than 10%. We are OK with this considering the type of limited policy.

As soon as the definition of "Accident" is revised, the filing will be approved.

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## Form Schedule

### Lead Form Number: AH-80001-AR

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 09/30/2009	AH-80001-AR	Policy/Contract/Fraternal Certificate	Short-Term Annual Sportsperson's Accident Policy	Revised	Replaced Form #: Previous Filing #:	54.000	AH-80001-AR.PDF
Approved-Closed 09/30/2009	AH-80007	Application/Enrollment Form	Annual Sportsperson's Accident Enrollment Form	Initial		48.000	AH-80007.PDF
Approved-Closed 09/30/2009	AH-80001-AR-OOC	Outline of Coverage	Short-Term Annual Sportsperson's Accident Policy Outline of Coverage	Initial		49.000	AH-80001-AR-OOC.PDF



# Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7<sup>th</sup> Floor, New York, New York 10016]

## SHORT-TERM ANNUAL SPORTSPERSON'S ACCIDENT POLICY

### DECLARATIONS

POLICY NUMBER	POLICY PERIOD	AGENCY CODE
---------------	---------------	-------------

POLICYHOLDER NAME AND MAILING ADDRESS
---------------------------------------

POLICY EFFECTIVE DATE
-----------------------

POLICY EXPIRATION DATE
------------------------

Effective Date and Policy Term: The policy takes effect on the Policy Effective Date. The period of insurance begins and ends at 12:01 A.M. Standard Time at the policyholder's address.

This policy is issued in the State of [Arkansas] and shall be governed by its laws.

This policy contains the terms under which Starr Indemnity & Liability Company, the insurance company, agrees to insure certain persons and pay benefits in return for the payment of premium.

**THIS IS AN ACCIDENT ONLY POLICY.**

**READ IT CAREFULLY.**

**BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.**

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.**

**THIS IS A SINGLE TERM POLICY AND IS NOT RENEWABLE.**

Coverage will be terminated by the insurance company or the policyholder in accordance with the General Policy Provision called "Policy Termination".

This policy is issued in consideration of the signed application and/or enrollment form and payment of required premium. Starr Indemnity & Liability Company and the policyholder have agreed to all the terms of the policy.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Signed for Starr Indemnity & Liability Company by:

[Honora M. Keane], General Counsel

[Charles H. Dangelo], President

### TEN DAY RIGHT TO EXAMINE POLICY

After you have received this policy, if you are not satisfied with it, you have ten (10) days to return it to us, or a licensed agent of ours, for a full refund of any premiums paid.

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## SCHEDULE OF BENEFITS

<b>POLICY NUMBER</b>	<b>POLICY PERIOD</b>	<b>AGENCY CODE</b>
<b>POLICYHOLDER NAME</b>	<b>DOB</b>	
<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	

Effective Date and Policy Term: The policy takes effect on the Policy Effective Date. The period of insurance begins and ends at 12:01 A.M. Standard Time at the policyholder's address.

### **BENEFIT PERIOD**

[Fifty-two (52) weeks]

This Schedule provides a brief outline of the coverage and benefits provided by the policy. Full details are found in the appropriate policy provision. **Please read the policy carefully.**

### **DESCRIPTION OF COVERAGES**

Accidental Death, Dismemberment, or Loss of Sight

Accident Medical Expense Benefit

Accident Weekly Income (non-occupational)

**TOTAL PREMIUM** \$ [99.00]

### **DESCRIPTION OF BENEFITS**

Accidental Death, Dismemberment, or Loss of Sight

Principal Sum

\$ [50,000]

Accident Medical Expense Benefit

Maximum Benefit Amount

\$ [5,000]

Accident Weekly Income (non-occupational)

[Twenty-six (26)] Weeks (Maximum)

\$ [100 per week]

### **RATE TABLE**

Rates are determined by us based on our expectations as to future experience. We may make any adjustments in the rates after the first payment of premium by providing [thirty-one (31)] days written notice. Notice of any change in rates will be sent to the policyholder at least [thirty-one (31)] days prior to the date the new rates take effect.

# SHORT-TERM ANNUAL SPORTSPERSON'S ACCIDENT POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the policyholder shown in the Declarations, and any other person or organization qualifying as a "policyholder" under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IV - DEFINITIONS**.

## SECTION I - SCOPE OF COVERAGE

### 1. Insuring Agreement

We will provide the benefits described in the policy to you if you suffer a loss that:

- a. results from an "injury" which, directly and independently of all other causes, is suffered from an "accident";
- b. occurs during the policy period;
- c. occurs while you are in the act of legally hunting or fishing during any regulated or approved season, while possessing all required licenses, and while located within the United States or one of its territories and possessions; and
- d. is set forth in **SECTION II – SCOPE OF BENEFITS**.

### 2. Exclusions

Benefits will not be paid for any loss which is caused by or results from:

- a. your intentionally self-inflicted "injury", suicide or attempted suicide, while sane or insane;
- b. your voluntary self-administration of any drug or chemical substance not prescribed by a "doctor", or not taken according to any directions provided to you;
- c. your attempt at and/or commission of a felony;
- d. your participation in a riot, insurrection, or terrorist activity;

- e. your intoxication or being under the influence of any controlled substance while legally hunting or fishing;
- f. engaging in any activity for a wage, gain, or profit;
- g. war, including undeclared or civil, or any warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or any Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- h. an "accident" which occurs while you are on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond thirty (30) days);
- i. flight in an aircraft, except as a fare-paying passenger;
- j. flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere;
- k. ultra light aviation, hang-gliding, parachuting or bungee-cord jumping;
- l. driving or riding in a vehicle engaged in any race or speed contest;
- m. any disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
- n. the ownership, maintenance or use of any watercraft for a purpose other than legally hunting or fishing during any regulated or approved season while possessing all required licenses;
- o. participation in any sports activity, either practice, athletic game or competition, and including travel to and from the sports activity;

- p. disease, illness or bacterial infection, except infection resulting directly from the "injury", unless this policy is specifically endorsed;
- q. hernia or heart attack (including coronary occlusion or myocardial infarction) of any kind;
- r. medical malpractice as a result of treatment for an "injury"; or
- s. an "accident" which occurs while you are traveling on any public road or highway.

## SECTION II - SCOPE OF BENEFITS

If the first "eligible expense" for an "injury" is incurred within sixty (60) days from the date of an "accident", we will pay according to one of the following plans, whichever is indicated on the SCHEDULE OF BENEFITS.

### Exposure and Disappearance

If you are exposed to the elements because of an "accident" covered by this policy, we will pay benefits for any resulting loss if the policy provides a benefit for such loss. The loss must occur within one hundred (100) days after the "accident" happens.

If your body is not found within one (1) year after an accident covered by this policy, we will presume that you died from the "injuries" when the "accident" happened.

### Reduced Limits

If you are sixty-five (65) years or older before this policy begins or if you reach that age of sixty-five (65) during the policy term, the benefit payable under this policy shall be reduced by one-half (1/2).

If you lose your life as a result of an "accident" involving a licensed motor powered land vehicle, the maximum benefit payable is ten thousand dollars (\$10,000).

### 1. Accidental Death, Dismemberment, or Loss of Sight Benefit

If, within one hundred eighty (180) days from the date of an "accident", your "injury" results in any of the losses listed below, we will pay the benefit shown for that loss. If you sustain more than one loss listed below, we will pay only one amount, the largest applicable benefit, not to exceed the principal sum to which you are entitled.

LOSS	BENEFIT AMOUNT
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Quarter the Principal Sum

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of a hand or foot means complete "severance" through or above the wrist or ankle joint. Loss of a thumb and index finger means complete "severance" through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

### 2. Accident Medical Expense Benefit Coverage

If an "injury" to you results in "eligible expenses", we will pay the "eligible expenses" incurred.

You must be under the care of a "doctor" when the "eligible expenses" are incurred. The "eligible expenses" must be incurred solely for treatment of an "injury" occurring during the "benefit period".

No benefits are payable for any "eligible expenses" incurred for an "injury" that has been paid or is payable by any other "health care plan," regardless of any coordination of benefits provision contained in the "health care plan."

The maximum of all accident medical expense benefits payable under the policy is shown on the SCHEDULE OF BENEFITS.

### 3. Accident Weekly Income (non-occupational)

If an "injury" to you results in your continuous "total disability", we will pay the amount of weekly benefit shown on the SCHEDULE OF BENEFITS.



The benefit starts on the first day the insured person is totally disabled. We will pay one-seventh (1/7) of the weekly benefit for disability for each day the insured person is totally disabled. We will not pay for more than the number of weeks in the maximum benefit period as the result of any one accident.

The accident weekly income benefit payable under the policy, and the maximum benefit period, is shown on the SCHEDULE OF BENEFITS.

## **SECTION III – POLICY CONDITIONS**

### **A. General Policy Provisions**

#### **1. Conformity with Laws**

Any provision of this policy that, on its effective date, conflicts with the laws of the state in which the policy is issued is amended by this provision to meet those laws.

#### **2. Entire Contract**

This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

#### **3. Policy Changes**

Subject to the laws of the jurisdiction in which this policy is issued, the policy may be changed at any time by written amendment agreed to by the "policyholder" and us.

#### **4. Policy Termination**

This policy will be terminated on the earliest of:

- a. at any time during the policy term, if requested by the "policyholder" in writing and provided to us or one of our authorized agents;
- b. the end of the period for which premium has been paid, or
- c. the Policy Expiration Date as shown on the Declarations.

Termination shall not prejudice the payment of benefits for any accident that occurred while the policy was in force.

### **5. Premium Payments and Grace Period**

All premiums are payable in advance by the "policyholder" to us at our home office or to one of our authorized agents. Premium is charged from the date coverage takes effect. Any overpayment or underpayment of premium will be credited or debited to the "policyholder's" account without interest.

We reserve the right to re-determine the "policyholder's" total premium on any date on which the policy is amended. We may make any adjustments in the premium after [thirty-one (31)] days written notice. Notice of any change in premium will be sent to the "policyholder" at least [thirty-one (31)] days prior to the date the new premium takes effect.

A grace period of thirty-one (31) days will be granted for the payment of any premium falling due after the first premium, during which, the policy shall remain in force. If you cancel the policy during a grace period, you remain liable to us for a pro rata portion of the premium for the time the policy remained in force.

### **6. Time Limit on Certain Defenses**

All statements made by you in any application are deemed representations and not warranties. After three years from the Policy Effective Date, no misstatements, except fraudulent misstatements, made by you in any application may be used to void the policy or to deny a claim for loss. If we void the policy or deny a claim for loss on this basis, we will provide you or your beneficiary a written copy of the fraudulent misstatement.

No claim for loss commencing after three years from the Policy Effective Date may be reduced or denied on the grounds that a disease or physical condition not excluded from coverage existed prior to the Effective Date.

### **7. Workers' Compensation Insurance**

This policy does not provide Workers' Compensation insurance, is not in lieu of Workers' Compensation insurance, and does not meet the requirements for coverage under any Workers' Compensation laws and/or regulations.

### **B. Claim Provisions**

#### **1. Change of Beneficiary**

You have the right to select or change a beneficiary. The beneficiary's consent is not required for this or any other change that you may make, unless the designation of beneficiary is irrevocable.

We will not be bound by a selection or change in beneficiary until we receive signed written notice of it. The selection or change will take effect as of the date you signed it. We are not responsible for its validity or sufficiency.

## **2. Claim Forms**

If one of our authorized agents has not already provided claim forms, when we receive a notice of claim, we will send you claim forms for filing proof of "injury". If we do not send you claim forms within ten (10) days after notice is given, the proof of "injury" requirements will be met by submitting written proof of the nature and extent of the "injury", if submitted within the time required under section 7. **Proof of Injury**.

## **3. Legal Actions**

No action at law or in equity to recover benefits under the policy shall be brought less than sixty (60) days after written proof of "injury" has been furnished as required by the policy. No action, at law or in equity, shall be brought more than three (3) years after the time written proof of "injury" is required to be furnished by you.

## **4. Notice of Claim**

Written notice for an "injury" covered by this policy must be given to us or one of our authorized agents within twenty (20) days after the "injury" occurred or as soon as is reasonably possible. Notice should include the "policyholder's" name and policy number.

Notice given by or on behalf of the insured or the beneficiary to the company at an office designated by the company or to any authorized producer, agent or broker of the company shall be deemed notice to the company.

## **5. Payment of Claims**

Benefits paid for your accidental death will be paid to the beneficiary, if any. If you have not chosen a beneficiary, or if there is no beneficiary alive when you die, we will pay the accidental death benefit along with any other accrued benefits to your:

- a. spouse, if living;

- b. if not, in equal shares to any living children;
- c. if there are none, in equal shares to any living parents;
- d. if there are none, in equal shares to any brothers and sisters; or
- e. if there are none, to your estate.

Instead of a lump sum payment, the "covered person" (while living) or the beneficiary (after the "covered person's" death) may choose installment payments from one of the settlement options we may offer.

Any payment made by us in good faith pursuant to this provision will fully release us to the extent of such payment.

All other benefits will be paid to you, if living.

No assignment of benefits will be binding on us until a copy of the assignment has been received by us. We assume no responsibility for the validity of the assignment. Any payment made in good faith, pursuant to an assignment of benefits, will relieve us of our liability under this policy.

## **6. Physical Examination and Autopsy**

You must submit to physical examination, at our expense, by "doctors" of our choice as often as we reasonably require at any time after you submit a claim. In the event of your death, we may have an autopsy performed at our expense unless prohibited by law.

## **7. Proof of Injury**

Written proof of "injury" must be given to us or one of our authorized agents within ninety (90) days after the "injury" occurs. We will not deny or reduce any claim if it was not reasonably possible to give proof of "injury" within ninety (90) days after the "injury" occurs, so long as proof of "injury" is provided as soon as reasonably possible thereafter. In any event, proof of "injury" must be given to us or one of our authorized agents within one year after it was originally due, unless you are legally incapable of doing so.

## **8. Recovery of Benefits**

Any payments made by us in error shall be recoverable by us from or among any persons, firms, or corporations to or for whom such payments were made. At our option, we may

offset the overpayment against future benefit payments after written authorization from you. The acceptance of premium or paying other benefits shall not constitute a waiver of our rights under this section. Recovery or offset shall be in addition to any other remedy available to us at law or in equity.

We reserve the right to recover from you any benefits paid, which payment is over and above the amount needed to make you whole for an "injury" caused by an "accident", and that are covered under:

- a. Worker's Compensation; or
- b. Occupational Disease Law; or
- c. any Employer's Liability insurance.

It will be presumed that you are in receipt of such other benefits unless written proof is provided to us that such benefits have been denied.

#### **9. Time of Payment of Claims**

When we receive adequate written proof of "injury", we will immediately pay any benefits as they become due and payable to you.

#### **10. Transfer of Rights of Recovery Against Others to Us**

If you incur "eligible expenses" for an "injury" caused by an "accident", and if you have been fully compensated for your injuries and have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after "injury" to impair any rights of recovery. At our request, you will assist us in seeking recovery and enforcing those rights.

#### **SECTION IV - DEFINITIONS**

The terms shown below shall have the meaning given in this section whenever they appear in the policy.

- 1. "Accident" means a sudden, unforeseeable event which:
  - a. causes "injury" to you; and
  - b. occurs while coverage is in effect for you.
- 2. "Benefit period" means fifty-two (52) weeks from the date of "injury".

- 3. "Doctor" means a licensed practitioner of the healing arts acting within the scope of that license. "Doctor" does not include:

- a. you;
- b. any member of your immediate family; or
- c. any resident of your household.

- 4. "Eligible expenses" means the "usual and customary" charges for services or supplies that are incurred by you for the "medically necessary" treatment of an "injury".

- a. "Eligible expenses" includes, but is not limited to, the following:

- (1) Hospital room and board charges, or intensive care room and board charges, for each day of the "hospital stay".

- (2) "Hospital" miscellaneous charges during a "hospital stay". Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.

- (3) Outpatient charges by a "hospital" for:

- (a) pre-admission testing, if admission occurs within seven (7) days of the testing; or

- (b) emergency room treatment.

- (4) Surgical charges for:

- (a) a "doctor" for primary performance of a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to one and one half (1½) times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session;

- (b) a "doctor" for assistant surgeon duties, a second surgical opinion, or consultation;

- (c) anesthesia and its administration; and/or

- (d) use of surgical facilities.

- (5) "Doctor" charges for other than pre- or post-operative care:
    - (a) for in-hospital visits; and
    - (b) for office visits.
  - (6) X-ray and laboratory test charges.
  - (7) Nursing services charges, other than routine hospital care, if provided by or under the supervision of a "nurse".
  - (8) Ambulance charges for transportation from the place where the "injury" occurred to the hospital.
  - (9) Rental charges for medical equipment for:
    - (a) a wheelchair;
    - (b) an iron lung; or
    - (c) other medical equipment if we have given prior approval.
  - (10) Medical services and supplies charges for:
    - (a) oxygen and its administration; and/or
    - (b) blood and blood transfusions.
  - (11) Dental treatment charges, for "injury" to a sound and natural tooth at the time of "injury".
- b. "Eligible expenses" does not include:**
- (1) charges which:
    - (a) you would not have to pay in the absence of insurance; or
    - (b) a health care provider may charge which are in excess of "usual and customary" charges.
  - (2) services or treatment rendered by a "doctor", "nurse" or any other person who is:
    - (a) employed or retained by the "policyholder"; or
    - (b) who is you or a member of your immediate family or a resident of your household.
  - (3) treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
  - (4) cosmetic surgery, except for reconstructive surgery on an injured part of the body.
  - (5) any loss which is covered by state or federal workers' compensation, employer's liability, or occupational disease law.
  - (6) dental care or treatment other than care of sound, natural teeth and gums required on account of "injury" resulting from an "accident" while the "covered person" is covered under the policy.
  - (7) eyeglasses, contact lenses, or hearing aids.
  - (8) repair or replacement of any orthopedic appliance or artificial dental restoration.
  - (9) re-injury or aggravation of an "injury" that occurred prior to the effective date of your coverage, unless this policy is specially endorsed.
  - (10) injuries which result over a period of time (such as blisters, tennis elbow, heat exhaustion, hernia, shin splints, bursitis, stress fractures, chronic soreness or pain, tendonitis, strains, sprains, etc.), which are a normal, foreseeable result of a sport or "policyholder" function, unless this policy is specially endorsed.
- 5. "Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:**
- a. group or blanket insurance, whether on an insured or self-funded basis;
  - b. hospital or medical service organizations on a group basis;
  - c. Health Maintenance Organizations on a group basis;
  - d. group labor management plans;
  - e. employee benefit organization plans;
  - f. professional association plans on a group

basis;

**g.** any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or

**h.** automobile or other third party no-fault coverage.

**6.** "Hospital" means an institution that:

**a.** is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient and/or emergency basis;

**b.** is under the supervision of a staff of "doctors";

**c.** provides twenty-four (24) hour nursing services by or under the supervision of a "nurse";

**d.** has medical diagnostic and treatment facilities, with major surgical facilities;

**(1)** on its premises; or

**(2)** available to it on a prearranged basis;

**e.** charges for its services; and

**f.** is operated pursuant to law.

"Hospital" does not include:

**a.** a clinic, or residential or nursing facility for:

**(1)** convalescent, custodial, educational or nursing care;

**(2)** the aged, drug addicts or alcoholics;

**(3)** rehabilitation; or

**b.** a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:

**(1)** the services are rendered on an emergency basis; and

**(2)** a legal liability exists for the charges made to the individual for the services given in the absence of insurance.

**7.** "Hospital stay" means a "medically necessary" overnight confinement in a "hospital" where room and board and general nursing care are provided and a per diem charge is made by the "hospital".

**8.** "Injury" means bodily harm which occurs during the policy period. All injuries sustained in one "accident", including all related conditions and recurring symptoms of the injuries will be considered one "injury".

**9.** "Medically necessary" means the service or supply is:

**a.** prescribed by a "doctor" for the treatment of the "injury"; and

**b.** reasonable and appropriate, according to conventional medical practice for the "injury" in the locality in which the service or supply is given.

**10.** "Nurse" means a licensed registered nurse (R.N.) or a licensed practical nurse (L.P.N.).

**11.** "Policyholder" means the person to whom the policy is issued.

**12.** "Severance" means the complete separation and dismemberment of the part from the body.

**13.** "Total disability" means the "policyholder's" inability, while under the regular care of a physician, to work at his or her regular occupation.

**14.** "Usual and customary" means the fee for services or supplies is:

**a.** the usual fee charged by the provider for the service or supply given;

**b.** the average fee charged for the service or supply in the locality in which the service or supply is received; and

**c.** reasonable in relationship to the service or supply given and the severity of the "injury".



# Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7<sup>th</sup> Floor, New York, New York 10016]

## Annual Sportsperson's Accident Enrollment Form

1. Name of Policyholder \_\_\_\_\_

2. Address \_\_\_\_\_  
Street City State Zip

3. Date of Birth \_\_\_\_\_, \_\_\_\_\_

4. Effective Date of Coverage \_\_\_\_\_, \_\_\_\_\_

5. Termination Date of Coverage \_\_\_\_\_, \_\_\_\_\_ (Note: Coverage is Annual)

6. Plan of Benefits:

<u>Plan</u>	<u>Benefits</u>	<u>Premium</u>
.. [Plan 1	\$50,000.00 Death and Dismemberment \$5,000.00 Accident Medical Expense]	\$99.00

7. Premium Computation: Total Premium Due Company = \$[99.00]

8. Name of Beneficiary \_\_\_\_\_

9. Relationship to Insured \_\_\_\_\_

I understand and agree that if this application is accepted by the Company, coverage will begin on the date of acceptance or on the date requested in Question 4 above, whichever is later, subject to the payment of the required premium. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits application or files claims containing false or deceptive statement may be guilty of insurance fraud.

Policyholder Signature: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Name Phone

☐ Check Make check payable to [ADD RECIPIENT NAME HERE]

☐ Visa/MasterCard Please complete the below authorization  
American Express

Name on Card: \_\_\_\_\_

Credit Card Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration Date \_\_\_\_\_ / \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cardholder Signature \_\_\_\_\_



# Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7<sup>th</sup> Floor, New York, New York 10016]

## SHORT-TERM ANNUAL SPORTSPERSON'S ACCIDENT POLICY OUTLINE OF COVERAGE

### Specified Accident Only Coverage

READ YOUR POLICY CAREFULLY. This outline of coverage provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. It is, therefore, important that you READ YOUR POLICY CAREFULLY!

Accident only coverage is designed to provide you with coverage for certain losses resulting from injuries incurred during a covered accident which occurs while you are in the act of legally hunting or fishing during any regulated or approved season, while possessing all required licenses, and while located within the United States or one of its territories and possessions. Coverage is provided for the benefits outlined below. The benefits may be limited as described below.

#### Reduced Limits

If you are sixty-five (65) years or older before the policy begins or if you reach that age of sixty-five (65) during the policy term, the benefit payable under the policy shall be reduced by one-half (1/2).

If you lose your life as a result of an "accident" involving a licensed motor powered land vehicle, the maximum benefit payable is ten thousand dollars (\$10,000).

#### BENEFITS

##### 1. Accidental Death, Dismemberment, or Loss of Sight Benefit

If, within one hundred eighty (180) days from the date of an "accident", your "injury" results in any of the losses listed below, we will pay the benefit shown for that loss. If you sustain more than one loss listed below, we will pay only one amount, the largest applicable benefit, not to exceed the principal sum to which you are entitled.

LOSS	BENEFIT AMOUNT
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Quarter the Principal Sum

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of a hand or foot means complete "severance" through or above the wrist or ankle joint. Loss of a thumb and index finger means complete "severance" through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

## 2. Accident Medical Expense Benefit Coverage

Accident Medical Expense Benefit

Maximum Benefit Amount

\$ [5,000]

If an "injury" to you results in "eligible expenses", we will pay the "eligible expenses" incurred.

You must be under the care of a "doctor" when the "eligible expenses" are incurred. The "eligible expenses" must be incurred solely for treatment of an "injury" occurring during the "benefit period".

"Eligible expenses" means the "usual and customary" charges for services or supplies that are incurred by you for the "medically necessary" treatment of an "injury".

"Eligible expenses" includes, but is not limited to, the following: **(1)** Hospital room and board charges, or intensive care room and board charges, for each day of the "hospital stay". **(2)** "Hospital" miscellaneous charges during a "hospital stay". Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items. **(3)** Outpatient charges by a "hospital" for pre-admission testing, if admission occurs within seven (7) days of the testing, or emergency room treatment. **(4)** Surgical charges for: **(a)** a "doctor" for primary performance of a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to one and one half (1½) times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session; **(b)** a "doctor" for assistant surgeon duties, a second surgical opinion, or consultation; **(c)** anesthesia and its administration; and/or **(d)** use of surgical facilities. **(5)** "Doctor" charges for other than pre- or post-operative care: **(a)** for in-hospital visits; and **(b)** for office visits. **(6)** X-ray and laboratory test charges. **(7)** Nursing services charges, other than routine hospital care, if provided by or under the supervision of a "nurse". **(8)** Ambulance charges for transportation from the place where the "injury" occurred to the hospital. **(9)** Rental charges for medical equipment for: **(a)** a wheelchair; **(b)** an iron lung; or **(c)** other medical equipment if we have given prior approval. **(10)** Medical services and supplies charges for: **(a)** oxygen and its administration; and/or **(b)** blood and blood transfusions. **(11)** Dental treatment charges, for "injury" to a sound and natural tooth at the time of "injury".

"Eligible expenses" does not include: **(1)** charges which: **(a)** you would not have to pay in the absence of insurance; or **(b)** a health care provider may charge which are in excess of "usual and customary" charges. **(2)** services or treatment rendered by a "doctor", "nurse" or any other person who is: **(a)** employed or retained by the "policyholder"; or **(b)** who is you or a member of your immediate family or a resident of your household. **(3)** treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay. **(4)** cosmetic surgery, except for reconstructive surgery on an injured part of the body. **(5)** any loss which is covered by state or federal workers' compensation, employer's liability, or occupational disease law. **(6)** dental care or treatment other than care of sound, natural teeth and gums required on account of "injury" resulting from an "accident" while the "covered person" is covered under the policy. **(7)** eyeglasses, contact lenses, or hearing aids. **(8)** repair or replacement of any orthopedic appliance or artificial dental restoration. **(9)** re-injury or aggravation of an "injury" that occurred prior to the effective date of your coverage, unless this policy is specially endorsed. **(10)** injuries which result over a period of time (such as blisters, tennis elbow, heat exhaustion, hernia, shin splints, bursitis, stress fractures, chronic soreness or pain, tendonitis, strains, sprains, etc.), which are a normal, foreseeable result of a sport or "policyholder" function, unless this policy is specially endorsed.

The maximum of all accident medical expense benefits payable under the policy is shown on page 1.

## 3. Accident Weekly Income (non-occupational)

Accident Weekly Income (non-occupational)

[Twenty-six (26)] Weeks (Maximum)

\$ [100 per week]

If an "injury" to you results in your continuous "total disability", we will pay the amount of weekly benefit shown above. The benefit starts on the first day the insured person is totally disabled. We will pay one-seventh (1/7) of the weekly benefit for disability for each day the insured person is totally disabled. We will not pay for more than the number of weeks in the maximum benefit period as the result of any one accident.

The accident weekly income benefit payable under the policy, and the maximum benefit period, is shown above.



## EXCLUSIONS, LIMITATIONS, AND REDUCTIONS

Benefits will not be paid for any loss which is caused by or results from:

1. your intentionally self-inflicted "injury", suicide or attempted suicide, while sane or insane;
2. your voluntary self-administration of any drug or chemical substance not prescribed by a "doctor", or not taken according to any directions provided to you;
3. your attempt at and/or commission of a felony;
4. your participation in a riot, insurrection, or terrorist activity;
5. your intoxication or being under the influence of any controlled substance while legally hunting or fishing;
6. engaging in any activity for a wage, gain, or profit;
7. war, including undeclared or civil, or any warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or any Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
8. an "accident" which occurs while you are on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond thirty (30) days);
9. flight in an aircraft, except as a fare-paying passenger;
10. flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere;
11. ultra light aviation, hang-gliding, parachuting or bungee-cord jumping;
12. driving or riding in a vehicle engaged in any race or speed contest;
13. any disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
14. the ownership, maintenance or use of any watercraft for a purpose other than legally hunting or fishing during any regulated or approved season while possessing all required licenses;
15. participation in any sports activity, either practice, athletic game or competition, and including travel to and from the sports activity;
16. disease, illness or bacterial infection, except infection resulting directly from the "injury", unless this policy is specifically endorsed;
17. hernia or heart attack (including coronary occlusion or myocardial infarction) of any kind;
18. medical malpractice as a result of treatment for an "injury"; or
19. an "accident" which occurs while you are traveling on any public road or highway.

## RENEWABILITY

This is a single term policy and is not renewable.

## PREMIUMS

Premium Computation:

Total Premium Due Company = \$[99.00]

We may make any adjustments in the rates after the first payment of premium by providing [thirty-one (31)] days written notice. Notice of any change in rates will be sent to you at least [thirty-one (31)] days prior to the date the new rates take effect.

<i>SERFF Tracking Number:</i>	<i>MCHX-126316793</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Starr Indemnity &amp; Liability Company</i>	<i>State Tracking Number:</i>	<i>43571</i>
<i>Company Tracking Number:</i>	<i>AH-80001-AR</i>		
<i>TOI:</i>	<i>H021 Individual Health - Accident Only</i>	<i>Sub-TOI:</i>	<i>H021.000 Health - Accident Only</i>
<i>Product Name:</i>	<i>AH-80001 Short Term Annual Sportsperson's Accident</i>		
<i>Project Name/Number:</i>	<i>AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity &amp; Liability Ins Co/AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity &amp; Liability Ins Co</i>		

## Rate Information

Rate data applies to filing.

<b>Filing Method:</b>	Prior Approval
<b>Rate Change Type:</b>	%
<b>Overall Percentage of Last Rate Revision:</b>	%
<b>Effective Date of Last Rate Revision:</b>	
<b>Filing Method of Last Filing:</b>	

## Company Rate Information

<b>Company Name:</b>	<b>Overall % Indicated Change:</b>	<b>Overall % Rate Impact:</b>	<b>Written Premium Change for this Program:</b>	<b># of Policy Holders Affected for this Program:</b>	<b>Written Premium for this Program:</b>	<b>Maximum % Change (where required):</b>	<b>Minimum % Change (where required):</b>
Starr Indemnity & Liability Company	%	%				%	%

SERFF Tracking Number: MCHX-126316793 State: Arkansas

Filing Company: Starr Indemnity & Liability Company State Tracking Number: 43571

Company Tracking Number: AH-80001-AR

TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only

Product Name: AH-80001 Short Term Annual Sportsperson's Accident

Project Name/Number: AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co/AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co

## Rate/Rule Schedule

Schedule	Document Name:	Affected Form	Rate	Rate Action Information:	Attachments
Item		Numbers:	Action:*		
Status:		(Separated with commas)			
Approved- Closed 09/30/2009	Short-Term Annual Sportsperson's Accident Policy Rates	AH-80001-AR et al	New		AH-80001- AR.PDF

# STARR INDEMNITY & LIABILITY COMPANY

## Short-Term Annual Sportsperson's Accident Policy Form AH-80001-AR

### Rate Sheet

#### Option 1

Accidental Death, Dismemberment, or Loss of Sight Benefit Principal Sum:	\$50,000
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Accident Medical Expense Benefit Maximum Benefit Amount:	\$5,000
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Accident Weekly Income Benefit Benefit Amount:	\$100/week
Limit:	26 weeks

Annual Premium:	\$99.00
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Premium Mode Factors:	None
Area Factors:	None
Age/gender Factors:	None

\*Reduced limits: Benefits payable under this policy are reduced by 50% when policyholder attains age 65.

\*Reduced limits: Benefit payable for loss of life as result of an accident involving a licensed motor powered land vehicle is limited to \$10,000.

SERFF Tracking Number: MCHX-126316793 State: Arkansas  
Filing Company: Starr Indemnity & Liability Company State Tracking Number: 43571  
Company Tracking Number: AH-80001-AR  
TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only  
Product Name: AH-80001 Short Term Annual Sportsperson's Accident  
Project Name/Number: AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co/AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	09/30/2009
<b>Comments:</b>		
<b>Attachment:</b> AR Readability Certification.PDF		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application	Approved-Closed	09/30/2009
<b>Comments:</b> Please see Forms Schedule Tab.		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Outline of Coverage	Approved-Closed	09/30/2009
<b>Comments:</b> Please see Forms Schedule Tab.		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Submission Letter	Approved-Closed	09/30/2009
<b>Comments:</b>		
<b>Attachment:</b> Submission Letter.PDF		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Authorization Letter, Form Listing	Approved-Closed	09/30/2009
<b>Comments:</b>		
<b>Attachments:</b>		

SERFF Tracking Number: MCHX-126316793 State: Arkansas  
 Filing Company: Starr Indemnity & Liability Company State Tracking Number: 43571  
 Company Tracking Number: AH-80001-AR  
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only  
 Product Name: AH-80001 Short Term Annual Sportsperson's Accident  
 Project Name/Number: AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co/AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co

Authorization Letter.PDF

Form Listing.PDF

	Item Status:	Status Date:
<b>Satisfied - Item:</b> AR Certificate of Compliance - Rule 19	Approved-Closed	09/30/2009

**Comments:**

**Attachment:**

AR Certificate of Compliance - Rule 19.PDF

	Item Status:	Status Date:
<b>Satisfied - Item:</b> AR Certificate of Compliance - Reg 49	Approved-Closed	09/30/2009

**Comments:**

**Attachment:**

AR Certificate of Compliance - Reg 49.PDF

	Item Status:	Status Date:
<b>Satisfied - Item:</b> 09.29.09 Resubmission Letter	Approved-Closed	09/30/2009

**Comments:**

**Attachment:**


09\_29\_09 Resubmission Letter.PDF

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** Starr Indemnity & Liability Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
AH-80001-AR	54
AH-80007	48
AH-80001-AR-OOC	49

Signed:   
Name: Honora M. Keane  
Title: General Counsel  
  
Date: 9/17/09

# McHugh Consulting Resources, Inc.

September 23, 2009

**Submitted via SERFF**

Jay Bradford  
Insurance Commissioner  
Arkansas Department of Insurance  
Compliance - Life and Health  
1200 West Third Street  
Little Rock, AR 72201-1904

Re: **Starr Indemnity & Liability Company**  
**NAIC # 38318**  
**FEIN # 751670124**

Short Term Annual Sportsman's Accident Policy  
AH-80001-AR Insurance Policy  
AH-80007 Enrollment Form  
AH-80001-AR-OOC Outline of Coverage  
Actuarial Memorandum  
Rate Sheet

Dear Commissioner Bradford:

McHugh Consulting Resources has been requested to file the above-referenced forms on behalf of Starr Indemnity & Liability Company. We respectfully provide an authorization letter for your files.

We are submitting the above-referenced forms for your review and approval. These forms are new and not intended to replace any other forms currently in use.

This is an accident only program which provides coverage for certain losses resulting from injuries incurred during a covered accident which occurs while you are in the act of legally hunting or fishing during any regulated or approved season, while possessing all required licenses, and while located within the United States or one of its territories and possessions.

This is a single premium, nonrenewable policy with a one year duration.

Marketing of this product will be via licensed agents, brokers and the internet.

This filing has been approved in Texas, the Company's state of domicile, on August 18, 2009.

Thank you for your attention to this filing. Please do not hesitate to contact the undersigned at 215.230.7960 if there are any questions that we can answer regarding this filing.

Sincerely,



Linda Boyce

Consultant



---

Starr Indemnity & Liability Company  
90 Park Avenue, 7<sup>th</sup> Floor  
New York, NY 10016

---

January 13, 2009

NAIC Company Code: 38318

Re: See Attached Forms Listing

Please accept this letter as authorization from Starr Indemnity & Liability Company for McHugh Consulting Resources, Inc. to file any or all policy forms as referenced on the attached form listing on behalf of Starr Indemnity & Liability Company.

Sincerely,



---

Honora M. Keane  
Legal & Compliance Officer  
Starr Indemnity & Liability Company

**STARR INDEMNITY & LIABILITY COMPANY**  
**[90 PARK AVENUE**  
**7<sup>TH</sup> FLOOR**  
**NEW YORK, NY 10016]**

**Sportsperson's Accident Policy Form Numbers**

Form Number	Form Name
AH-80001-AR	Short-Term Annual Sportsperson's Accident Policy
AH-80007	Annual Sportsperson's Accident Enrollment Form
AH-80001-AR-OOC	Short-Term Annual Sportsperson's Accident Policy Outline of Coverage

**Certificate of Compliance with  
Arkansas Rule and Regulation 19**


Insurer: Starr Indemnity & Liability Company

AH-80001-AR

Form Number(s): AH-80007

AH-80001-AR-OOC

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



\_\_\_\_\_  
Signature of Company Officer

Honora M. Keane

\_\_\_\_\_  
Name

General Counsel

\_\_\_\_\_  
Title

9/17/09

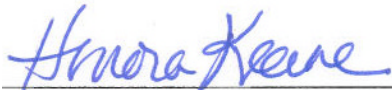
\_\_\_\_\_  
Date

## CERTIFICATE OF COMPLIANCE

Insurer: Starr Indemnity & Liability Company

Form Numbers: AH-80001-AR, AH-80007, AH-80001-AR-OOC

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).



\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Honora M. Keane

\_\_\_\_\_  
Name

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Title

\_\_\_\_\_  
9/17/09

\_\_\_\_\_  
Date

.....

# McHugh Consulting Resources, Inc.

September 29, 2009

**Submitted via SERFF**

Rosalind Minor  
Arkansas Department of Insurance  
Compliance - Life and Health  
1200 West Third Street  
Little Rock, AR 72201-1904

Re: **Starr Indemnity & Liability Company**  
**NAIC # 38318**  
**FEIN # 751670124**

Short Term Annual Sportsperson's Accident Policy  
AH-80001-AR, et al.  
State Assigned No. 43571

Dear Ms. Minor:

Thank you for your letter dated September 24, 2009 and your Note to Filer dated today.

As per your Note to Filer, the anticipated loss ratio of less than 10% is OK with this type of limited policy.

Pursuant to Rule and Regulation 18 s 5 D., we have deleted the word "external" from the Definition of Accident on page 8. Attached please find the revised policy form.

We trust that we have satisfactorily responded to your inquiry. Should you have any additional questions or if we may provide any additional information, please do not hesitate to contact the undersigned. Thank you for your consideration in this matter.

Sincerely,



Linda Boyce  
Consultant

Attachment

SERFF Tracking Number: MCHX-126316793 State: Arkansas  
 Filing Company: Starr Indemnity & Liability Company State Tracking Number: 43571  
 Company Tracking Number: AH-80001-AR  
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only  
 Product Name: AH-80001 Short Term Annual Sportsperson's Accident  
 Project Name/Number: AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co/AH-80001 Short Term Annual Sportsperson's Accident Policy - Starr Indemnity & Liability Ins Co

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/23/2009	Form	Short-Term Annual Sportsperson's Accident Policy	09/30/2009	AH-80001-AR.PDF (Superceded)



# Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7<sup>th</sup> Floor, New York, New York 10016]

## SHORT-TERM ANNUAL SPORTSPERSON'S ACCIDENT POLICY

### DECLARATIONS

POLICY NUMBER	POLICY PERIOD	AGENCY CODE
---------------	---------------	-------------

POLICYHOLDER NAME AND MAILING ADDRESS
---------------------------------------

POLICY EFFECTIVE DATE
-----------------------

POLICY EXPIRATION DATE
------------------------

Effective Date and Policy Term: The policy takes effect on the Policy Effective Date. The period of insurance begins and ends at 12:01 A.M. Standard Time at the policyholder's address.

This policy is issued in the State of [Arkansas] and shall be governed by its laws.

This policy contains the terms under which Starr Indemnity & Liability Company, the insurance company, agrees to insure certain persons and pay benefits in return for the payment of premium.

**THIS IS AN ACCIDENT ONLY POLICY.**

**READ IT CAREFULLY.**

**BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.**

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.**

**THIS IS A SINGLE TERM POLICY AND IS NOT RENEWABLE.**

Coverage will be terminated by the insurance company or the policyholder in accordance with the General Policy Provision called "Policy Termination".

This policy is issued in consideration of the signed application and/or enrollment form and payment of required premium. Starr Indemnity & Liability Company and the policyholder have agreed to all the terms of the policy.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Signed for Starr Indemnity & Liability Company by:

[Honora M. Keane], General Counsel

[Charles H. Dangelo], President

### TEN DAY RIGHT TO EXAMINE POLICY

After you have received this policy, if you are not satisfied with it, you have ten (10) days to return it to us, or a licensed agent of ours, for a full refund of any premiums paid.

**AH-80001-AR**

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## SCHEDULE OF BENEFITS

<b>POLICY NUMBER</b>	<b>POLICY PERIOD</b>	<b>AGENCY CODE</b>
<b>POLICYHOLDER NAME</b>	<b>DOB</b>	
<b>POLICY EFFECTIVE DATE</b>	<b>POLICY EXPIRATION DATE</b>	

Effective Date and Policy Term: The policy takes effect on the Policy Effective Date. The period of insurance begins and ends at 12:01 A.M. Standard Time at the policyholder's address.

### **BENEFIT PERIOD**

[Fifty-two (52) weeks]

This Schedule provides a brief outline of the coverage and benefits provided by the policy. Full details are found in the appropriate policy provision. **Please read the policy carefully.**

### **DESCRIPTION OF COVERAGES**

Accidental Death, Dismemberment, or Loss of Sight

Accident Medical Expense Benefit

Accident Weekly Income (non-occupational)

**TOTAL PREMIUM** \$ [99.00]

### **DESCRIPTION OF BENEFITS**

Accidental Death, Dismemberment, or Loss of Sight

Principal Sum

\$ [50,000]

Accident Medical Expense Benefit

Maximum Benefit Amount

\$ [5,000]

Accident Weekly Income (non-occupational)

[Twenty-six (26)] Weeks (Maximum)

\$ [100 per week]

### **RATE TABLE**

Rates are determined by us based on our expectations as to future experience. We may make any adjustments in the rates after the first payment of premium by providing [thirty-one (31)] days written notice. Notice of any change in rates will be sent to the policyholder at least [thirty-one (31)] days prior to the date the new rates take effect.

# SHORT-TERM ANNUAL SPORTSPERSON'S ACCIDENT POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the policyholder shown in the Declarations, and any other person or organization qualifying as a "policyholder" under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IV - DEFINITIONS**.

## SECTION I - SCOPE OF COVERAGE

### 1. Insuring Agreement

We will provide the benefits described in the policy to you if you suffer a loss that:

- a. results from an "injury" which, directly and independently of all other causes, is suffered from an "accident";
- b. occurs during the policy period;
- c. occurs while you are in the act of legally hunting or fishing during any regulated or approved season, while possessing all required licenses, and while located within the United States or one of its territories and possessions; and
- d. is set forth in **SECTION II – SCOPE OF BENEFITS**.

### 2. Exclusions

Benefits will not be paid for any loss which is caused by or results from:

- a. your intentionally self-inflicted "injury", suicide or attempted suicide, while sane or insane.;
- b. your voluntary self-administration of any drug or chemical substance not prescribed by a "doctor", or not taken according to any directions provided to you;
- c. your attempt at and/or commission of a felony;
- d. your participation in a riot, insurrection, or terrorist activity;

- e. your intoxication or being under the influence of any controlled substance while legally hunting or fishing;
- f. engaging in any activity for a wage, gain, or profit;
- g. war, including undeclared or civil, or any warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or any Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- h. an "accident" which occurs while you are on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond thirty (30) days);
- i. flight in an aircraft, except as a fare-paying passenger;
- j. flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere;
- k. ultra light aviation, hang-gliding, parachuting or bungee-cord jumping;
- l. driving or riding in a vehicle engaged in any race or speed contest;
- m. any disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
- n. the ownership, maintenance or use of any watercraft for a purpose other than legally hunting or fishing during any regulated or approved season while possessing all required licenses;
- o. participation in any sports activity, either practice, athletic game or competition, and including travel to and from the sports activity;

- p. disease, illness or bacterial infection, except infection resulting directly from the "injury", unless this policy is specifically endorsed;
- q. hernia or heart attack (including coronary occlusion or myocardial infarction) of any kind;
- r. medical malpractice as a result of treatment for an "injury"; or
- s. an "accident" which occurs while you are traveling on any public road or highway.

## SECTION II - SCOPE OF BENEFITS

If the first "eligible expense" for an "injury" is incurred within sixty (60) days from the date of an "accident", we will pay according to one of the following plans, whichever is indicated on the SCHEDULE OF BENEFITS.

### Exposure and Disappearance

If you are exposed to the elements because of an "accident" covered by this policy, we will pay benefits for any resulting loss if the policy provides a benefit for such loss. The loss must occur within one hundred (100) days after the "accident" happens.

If your body is not found within one (1) year after an accident covered by this policy, we will presume that you died from the "injuries" when the "accident" happened.

### Reduced Limits

If you are sixty-five (65) years or older before this policy begins or if you reach that age of sixty-five (65) during the policy term, the benefit payable under this policy shall be reduced by one-half (1/2).

If you lose your life as a result of an "accident" involving a licensed motor powered land vehicle, the maximum benefit payable is ten thousand dollars (\$10,000).

### 1. Accidental Death, Dismemberment, or Loss of Sight Benefit

If, within one hundred eighty (180) days from the date of an "accident", your "injury" results in any of the losses listed below, we will pay the benefit shown for that loss. If you sustain more than one loss listed below, we will pay only one amount, the largest applicable benefit, not to exceed the principal sum to which you are entitled.

LOSS	BENEFIT AMOUNT
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Quarter the Principal Sum

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of a hand or foot means complete "severance" through or above the wrist or ankle joint. Loss of a thumb and index finger means complete "severance" through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

### 2. Accident Medical Expense Benefit Coverage

If an "injury" to you results in "eligible expenses", we will pay the "eligible expenses" incurred.

You must be under the care of a "doctor" when the "eligible expenses" are incurred. The "eligible expenses" must be incurred solely for treatment of an "injury" occurring during the "benefit period".

No benefits are payable for any "eligible expenses" incurred for an "injury" that has been paid or is payable by any other "health care plan," regardless of any coordination of benefits provision contained in the "health care plan."

The maximum of all accident medical expense benefits payable under the policy is shown on the SCHEDULE OF BENEFITS.

### 3. Accident Weekly Income (non-occupational)

If an "injury" to you results in your continuous "total disability", we will pay the amount of weekly benefit shown on the SCHEDULE OF BENEFITS.

The benefit starts on the first day the insured person is totally disabled. We will pay one-seventh (1/7) of the weekly benefit for disability for each day the insured person is totally disabled. We will not pay for more than the number of weeks in the maximum benefit period as the result of any one accident.

The accident weekly income benefit payable under the policy, and the maximum benefit period, is shown on the SCHEDULE OF BENEFITS.

## **SECTION III – POLICY CONDITIONS**

### **A. General Policy Provisions**

#### **1. Conformity with Laws**

Any provision of this policy that, on its effective date, conflicts with the laws of the state in which the policy is issued is amended by this provision to meet those laws.

#### **2. Entire Contract**

This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

#### **3. Policy Changes**

Subject to the laws of the jurisdiction in which this policy is issued, the policy may be changed at any time by written amendment agreed to by the "policyholder" and us.

#### **4. Policy Termination**

This policy will be terminated on the earliest of:

- a. at any time during the policy term, if requested by the "policyholder" in writing and provided to us or one of our authorized agents;
- b. the end of the period for which premium has been paid, or
- c. the Policy Expiration Date as shown on the Declarations.

Termination shall not prejudice the payment of benefits for any accident that occurred while the policy was in force.

### **5. Premium Payments and Grace Period**

All premiums are payable in advance by the "policyholder" to us at our home office or to one of our authorized agents. Premium is charged from the date coverage takes effect. Any overpayment or underpayment of premium will be credited or debited to the "policyholder's" account without interest.

We reserve the right to re-determine the "policyholder's" total premium on any date on which the policy is amended. We may make any adjustments in the premium after [thirty-one (31)] days written notice. Notice of any change in premium will be sent to the "policyholder" at least [thirty-one (31)] days prior to the date the new premium takes effect.

A grace period of thirty-one (31) days will be granted for the payment of any premium falling due after the first premium, during which, the policy shall remain in force. If you cancel the policy during a grace period, you remain liable to us for a pro rata portion of the premium for the time the policy remained in force.

### **6. Time Limit on Certain Defenses**

All statements made by you in any application are deemed representations and not warranties. After three years from the Policy Effective Date, no misstatements, except fraudulent misstatements, made by you in any application may be used to void the policy or to deny a claim for loss. If we void the policy or deny a claim for loss on this basis, we will provide you or your beneficiary a written copy of the fraudulent misstatement.

No claim for loss commencing after three years from the Policy Effective Date may be reduced or denied on the grounds that a disease or physical condition not excluded from coverage existed prior to the Effective Date.

### **7. Workers' Compensation Insurance**

This policy does not provide Workers' Compensation insurance, is not in lieu of Workers' Compensation insurance, and does not meet the requirements for coverage under any Workers' Compensation laws and/or regulations.

### **B. Claim Provisions**

#### **1. Change of Beneficiary**

You have the right to select or change a beneficiary. The beneficiary's consent is not required for this or any other change that you may make, unless the designation of beneficiary is irrevocable.

We will not be bound by a selection or change in beneficiary until we receive signed written notice of it. The selection or change will take effect as of the date you signed it. We are not responsible for its validity or sufficiency.

## **2. Claim Forms**

If one of our authorized agents has not already provided claim forms, when we receive a notice of claim, we will send you claim forms for filing proof of "injury". If we do not send you claim forms within ten (10) days after notice is given, the proof of "injury" requirements will be met by submitting written proof of the nature and extent of the "injury", if submitted within the time required under section 7. **Proof of Injury**.

## **3. Legal Actions**

No action at law or in equity to recover benefits under the policy shall be brought less than sixty (60) days after written proof of "injury" has been furnished as required by the policy. No action, at law or in equity, shall be brought more than three (3) years after the time written proof of "injury" is required to be furnished by you.

## **4. Notice of Claim**

Written notice for an "injury" covered by this policy must be given to us or one of our authorized agents within twenty (20) days after the "injury" occurred or as soon as is reasonably possible. Notice should include the "policyholder's" name and policy number.

Notice given by or on behalf of the insured or the beneficiary to the company at an office designated by the company or to any authorized producer, agent or broker of the company shall be deemed notice to the company.

## **5. Payment of Claims**

Benefits paid for your accidental death will be paid to the beneficiary, if any. If you have not chosen a beneficiary, or if there is no beneficiary alive when you die, we will pay the accidental death benefit along with any other accrued benefits to your:

- a. spouse, if living;

- b. if not, in equal shares to any living children;
- c. if there are none, in equal shares to any living parents;
- d. if there are none, in equal shares to any brothers and sisters; or
- e. if there are none, to your estate.

Instead of a lump sum payment, the "covered person" (while living) or the beneficiary (after the "covered person's" death) may choose installment payments from one of the settlement options we may offer.

Any payment made by us in good faith pursuant to this provision will fully release us to the extent of such payment.

All other benefits will be paid to you, if living.

No assignment of benefits will be binding on us until a copy of the assignment has been received by us. We assume no responsibility for the validity of the assignment. Any payment made in good faith, pursuant to an assignment of benefits, will relieve us of our liability under this policy.

## **6. Physical Examination and Autopsy**

You must submit to physical examination, at our expense, by "doctors" of our choice as often as we reasonably require at any time after you submit a claim. In the event of your death, we may have an autopsy performed at our expense unless prohibited by law.

## **7. Proof of Injury**

Written proof of "injury" must be given to us or one of our authorized agents within ninety (90) days after the "injury" occurs. We will not deny or reduce any claim if it was not reasonably possible to give proof of "injury" within ninety (90) days after the "injury" occurs, so long as proof of "injury" is provided as soon as reasonably possible thereafter. In any event, proof of "injury" must be given to us or one of our authorized agents within one year after it was originally due, unless you are legally incapable of doing so.

## **8. Recovery of Benefits**

Any payments made by us in error shall be recoverable by us from or among any persons, firms, or corporations to or for whom such payments were made. At our option, we may

offset the overpayment against future benefit payments after written authorization from you. The acceptance of premium or paying other benefits shall not constitute a waiver of our rights under this section. Recovery or offset shall be in addition to any other remedy available to us at law or in equity.

We reserve the right to recover from you any benefits paid, which payment is over and above the amount needed to make you whole for an "injury" caused by an "accident", and that are covered under:

- a. Worker's Compensation; or
- b. Occupational Disease Law; or
- c. any Employer's Liability insurance.

It will be presumed that you are in receipt of such other benefits unless written proof is provided to us that such benefits have been denied.

#### **9. Time of Payment of Claims**

When we receive adequate written proof of "injury", we will immediately pay any benefits as they become due and payable to you.

#### **10. Transfer of Rights of Recovery Against Others to Us**

If you incur "eligible expenses" for an "injury" caused by an "accident", and if you have been fully compensated for your injuries and have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after "injury" to impair any rights of recovery. At our request, you will assist us in seeking recovery and enforcing those rights.

#### **SECTION IV - DEFINITIONS**

The terms shown below shall have the meaning given in this section whenever they appear in the policy.

1. "Accident" means a sudden, unforeseeable external event which:
  - a. causes "injury" to you; and
  - b. occurs while coverage is in effect for you.
2. "Benefit period" means fifty-two (52) weeks from the date of "injury".

3. "Doctor" means a licensed practitioner of the healing arts acting within the scope of that license. "Doctor" does not include:

- a. you;
- b. any member of your immediate family; or
- c. any resident of your household.

4. "Eligible expenses" means the "usual and customary" charges for services or supplies that are incurred by you for the "medically necessary" treatment of an "injury".

- a. "Eligible expenses" includes, but is not limited to, the following:

- (1) Hospital room and board charges, or intensive care room and board charges, for each day of the "hospital stay".

- (2) "Hospital" miscellaneous charges during a "hospital stay". Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.

- (3) Outpatient charges by a "hospital" for:

- (a) pre-admission testing, if admission occurs within seven (7) days of the testing; or

- (b) emergency room treatment.

- (4) Surgical charges for:

- (a) a "doctor" for primary performance of a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to one and one half (1½) times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session;

- (b) a "doctor" for assistant surgeon duties, a second surgical opinion, or consultation;

- (c) anesthesia and its administration; and/or

- (d) use of surgical facilities.

- (5)** "Doctor" charges for other than pre- or post-operative care:
    - (a)** for in-hospital visits; and
    - (b)** for office visits.
  - (6)** X-ray and laboratory test charges.
  - (7)** Nursing services charges, other than routine hospital care, if provided by or under the supervision of a "nurse".
  - (8)** Ambulance charges for transportation from the place where the "injury" occurred to the hospital.
  - (9)** Rental charges for medical equipment for:
    - (a)** a wheelchair;
    - (b)** an iron lung; or
    - (c)** other medical equipment if we have given prior approval.
  - (10)** Medical services and supplies charges for:
    - (a)** oxygen and its administration; and/or
    - (b)** blood and blood transfusions.
  - (11)** Dental treatment charges, for "injury" to a sound and natural tooth at the time of "injury".
- b.** "Eligible expenses" does not include:
- (1)** charges which:
    - (a)** you would not have to pay in the absence of insurance; or
    - (b)** a health care provider may charge which are in excess of "usual and customary" charges.
  - (2)** services or treatment rendered by a "doctor", "nurse" or any other person who is:
    - (a)** employed or retained by the "policyholder"; or
    - (b)** who is you or a member of your immediate family or a resident of your household.
  - (3)** treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
  - (4)** cosmetic surgery, except for reconstructive surgery on an injured part of the body.
  - (5)** any loss which is covered by state or federal workers' compensation, employer's liability, or occupational disease law.
  - (6)** dental care or treatment other than care of sound, natural teeth and gums required on account of "injury" resulting from an "accident" while the "covered person" is covered under the policy.
  - (7)** eyeglasses, contact lenses, or hearing aids.
  - (8)** repair or replacement of any orthopedic appliance or artificial dental restoration.
  - (9)** re-injury or aggravation of an "injury" that occurred prior to the effective date of your coverage, unless this policy is specially endorsed.
  - (10)** injuries which result over a period of time (such as blisters, tennis elbow, heat exhaustion, hernia, shin splints, bursitis, stress fractures, chronic soreness or pain, tendonitis, strains, sprains, etc.), which are a normal, foreseeable result of a sport or "policyholder" function, unless this policy is specially endorsed.
- 5.** "Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:
- a.** group or blanket insurance, whether on an insured or self-funded basis;
  - b.** hospital or medical service organizations on a group basis;
  - c.** Health Maintenance Organizations on a group basis;
  - d.** group labor management plans;
  - e.** employee benefit organization plans;
  - f.** professional association plans on a group

basis;

**g.** any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or

**h.** automobile or other third party no-fault coverage.

**6.** "Hospital" means an institution that:

**a.** is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient and/or emergency basis;

**b.** is under the supervision of a staff of "doctors";

**c.** provides twenty-four (24) hour nursing services by or under the supervision of a "nurse";

**d.** has medical diagnostic and treatment facilities, with major surgical facilities;

**(1)** on its premises; or

**(2)** available to it on a prearranged basis;

**e.** charges for its services; and

**f.** is operated pursuant to law.

"Hospital" does not include:

**a.** a clinic, or residential or nursing facility for:

**(1)** convalescent, custodial, educational or nursing care;

**(2)** the aged, drug addicts or alcoholics;

**(3)** rehabilitation; or

**b.** a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:

**(1)** the services are rendered on an emergency basis; and

**(2)** a legal liability exists for the charges made to the individual for the services given in the absence of insurance.

**7.** "Hospital stay" means a "medically necessary" overnight confinement in a "hospital" where room and board and general nursing care are provided and a per diem charge is made by the "hospital".

**8.** "Injury" means bodily harm which occurs during the policy period. All injuries sustained in one "accident", including all related conditions and recurring symptoms of the injuries will be considered one "injury".

**9.** "Medically necessary" means the service or supply is:

**a.** prescribed by a "doctor" for the treatment of the "injury"; and

**b.** reasonable and appropriate, according to conventional medical practice for the "injury" in the locality in which the service or supply is given.

**10.** "Nurse" means a licensed registered nurse (R.N.) or a licensed practical nurse (L.P.N.).

**11.** "Policyholder" means the person to whom the policy is issued.

**12.** "Severance" means the complete separation and dismemberment of the part from the body.

**13.** "Total disability" means the "policyholder's" inability, while under the regular care of a physician, to work at his or her regular occupation.

**14.** "Usual and customary" means the fee for services or supplies is:

**a.** the usual fee charged by the provider for the service or supply given;

**b.** the average fee charged for the service or supply in the locality in which the service or supply is received; and

**c.** reasonable in relationship to the service or supply given and the severity of the "injury".